

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

11 MIKAEL TJIUATJA,

No. C-08-0896 MMC

12 Plaintiff,

**ORDER RE: MOTIONS FOR SUMMARY
JUDGMENT; DIRECTIONS TO PARTIES;
VACATING CASE MANAGEMENT
CONFERENCE**

13 v.
14 CHI MANAGEMENT GROUP, L.P. SHORT
AND LONG TERM DISABILITY PLAN,

15 Defendant

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18 Before the Court is plaintiff Mikael Tjuatja's ("Tjuatja") Motion for Summary
19 Judgment, filed January 28, 2009, as amended February 5, 2009, and defendants CHI
20 Management Group, L.P. Short Term Disability Plan ("STD Plan") and CHI Management
21 Group, L.P. Long Term Disability Plan's ("LTD Plan") Cross Motion for Summary
22 Judgment,¹ filed February 20, 2009. Both motions have been fully briefed. Having read
23 and considered the parties' respective submissions, the Court rules as follows.

24 On February 21, 2007, Tjuatja filed a claim for disability benefits under the STD
25 Plan (see Krangle Decl. ¶ 8), which claim was denied initially on March 28, 2007, and
26 thereafter, on January 10, 2008, was denied on appeal (see Mellen Decl., filed January 29,

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28 ¹Although the complaint makes reference to a single plan encompassing both short-
term and long-term disability benefits, defendants assert that the STD Plan and the LTD
Plan are distinct plans.

1 2009, Ex. C). In his complaint, Tjuatja seeks an “order that defendant pay the benefits due
 2 plaintiff now and in the future” (see Compl. at 3:5-6), pursuant to the Employee Retirement
 3 Income Security Act (“ERISA”).

4 All parties assert they are entitled to summary judgment on Tjuatja’s claim for
 5 benefits. Where, as here, the district court reviews de novo the denial of a claim for
 6 benefits,² a motion for summary judgment may be granted only where there is no genuine
 7 issue of fact as to whether the claimant is disabled under the meaning of the subject policy.
 8 See Kearney v. Standard Ins. Co., 175 F.3d 1084, 1093 (9th Cir. 1999).

9 Here, the STD Plan provides that “disability benefits become payable” upon the
 10 claimant’s submission of proof that the claimant is “disabled due to illness or injury,” is
 11 “under appropriate treatment and care of a physician,” and is “not working in any
 12 occupation.” (See Krangle Decl. Ex. A at 5.) The Plan defines “disability” and “disabled” as
 13 follows: “‘Disability’ and ‘Disabled’ means that because of illness or injury you cannot
 14 perform each of the material duties of your occupation.” (See id. Ex. A at 3.)

15 The Claim File contains evidence that, if credited, would support a finding that
 16 Tjuatja was disabled within the meaning of the STD Plan. (See, e.g., Waters Affidavit at
 17 UACL00062-63) (Attending Physician’s Statement, signed by Tjuatja’s treating physician,
 18 stating Tjuatja had been diagnosed with interstitial cystitis, was being treated for such
 19 condition, and that, as a result thereof, was unable to engage in any sitting, standing,
 20 walking, climbing, twisting, or lifting weight). Likewise, the Claim File contains evidence
 21 that, if credited, would support a finding that Tjuatja was not disabled within the meaning of
 22 the STD Plan. (See, e.g., id. at UACL00248, UACL00229-30 (opinions of reviewing

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 24 ²“Depending upon the language of an ERISA plan, a district court reviews a plan
 25 administrator’s decision to deny benefits either de novo or for abuse of discretion.” Ingram
v. Martin Marietta Long Term Disability Income Plan, 244 F. 3d 1109, 1112 (9th Cir. 2001).
 26 “The de novo standard is appropriate unless the benefit plan gives the administrator or
 27 fiduciary discretionary authority to determine eligibility for benefits or to construe the terms
 28 of the plan.” Id. (internal quotation and citation omitted). Here, defendants concede the
 denial of the application for STD Plan benefits must be reviewed de novo because the STD
 Plan does not grant the administrator discretion to determine eligibility for benefits or to
 construe the terms of the STD Plan. (See Defs.’ Opp. to Pl.’s Mot., filed February 20,
 2009, at 8:3-7.)

1 physician and reviewing nurse, each opining that medical information provided by Tjuatja's
2 treating physicians was insufficient to support determination that Tjuatja was unable to
3 perform work duties). Accordingly, because a district court may not weigh evidence when
4 considering a motion for summary judgment, see Anderson v. Liberty Lobby, Inc., 477 U.S.
5 242, 248 (1986), the Court finds neither party is entitled to summary judgment.

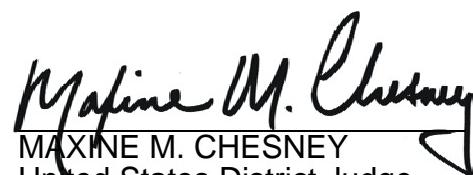
6 A district court may, however, weigh evidence when considering a motion for
7 judgment under Rule 52(a). See Fed. R. Civ. P. 52(a) (providing court makes "findings of
8 facts and conclusions of law" in action tried without jury); see also Kearney, 175 F.3d at
9 1095-96 (reversing summary judgment on ERISA claim for benefits where triable issue of
10 fact existed; remanding with instructions to "make findings of fact under [Rule] 52(a]").

11 Accordingly, the parties are hereby DIRECTED to file a Joint Status Report, no later
12 than May 29, 2009, and to advise the Court therein whether the parties jointly agree the
13 Court should construe the parties' respective motions for summary judgment as motions
14 for judgment pursuant to Rule 52; if either of the parties is of the view that, for purposes of
15 a decision under Rule 52, supplemental briefing is necessary, the parties shall, no later
16 than May 29, 2009, advise the Court of the parties' proposed supplemental briefing
17 schedule.

18 Finally, in light of the pendency of the above-referenced motions, the Status
19 Conference scheduled for May 29, 2009 is hereby VACATED, and, if necessary, will be
20 reset for a later date.

21 **IT IS SO ORDERED.**

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23 Dated: May 8, 2009
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MAXINE M. CHESNEY
United States District Judge